RECENT CASES

ARSON—ACTS CONSTITUTING.—STATE v. MARTIN, 127 N. W., 896 (NEBR.).—*Held,* that a tenant who wilfully and maliciously sets fire to and burns a storehouse, the property of his landlord of which the tenant is in possession, is guilty of arson, as defined in section 54 of the criminal code.

The common law is that arson is an offense against the possession rather than the property itself, and one who is in the possession and actual occupancy under a lease of the house alleged to have been burned by him, cannot be guilty of arson. *State v. Young,* 139 Ala., 136. This is supported by the case of *Allen v. State,* 10 Ohio St., 287, in which it is distinctly said that nothing is more firmly settled by authority than that a tenant who burns the building of which he is in possession, is not guilty of arson. But this common law rule has been superseded by statute and in the codes by the doctrine that a tenant may commit arson by burning his own dwelling house. *State v. Moore,* 61 Mo., 276. In the case of *Lipschitz v. People,* 25 Colo., 261, it is said that the burning of a building belonging to another, but occupied by the party who burns it, is arson. The modern rule is that one in possession of a house as tenant who wilfully burns it, is guilty of arson. *Kelley v. State,* 70 S. W., 20; *Shepherd v. People,* 19 N. Y., 537; *Garret v. State,* 109 Ind., 527.

ATTORNEY AND CLIENT—NEGLIGENCE OF ATTORNEY—ACTIONS—PLEADING.—FRENCH ET AL. v. ARMSTRONG, 76 ATL. REP., 336 (N. J.).—*Held,* that in a declaration against an attorney for negligence, it need not be averred that his fees were paid.

As a general rule, a client who has suffered damages as the result of his attorney's negligence may recover in an action at law. *Spangler v. Sellers,* 5 Fed., 882; *Newman v. Schueck,* 58 Ill. App., 328. And it is well settled that in a declaration against an attorney for negligence an averment of payment is not necessary. *Cavillaud v. Yale,* 3 Cal., 108; *Eccles v. Stephenson,* 3 Bibb. (Ky.), 517. However, if the case does not show the capacity in which the party acted, then the courts hold that an allegation of consideration is necessary. *Dartnell v. Howard,* 10 Eng. Com. Law, 351.

BILLS AND NOTES—SIGNING CHECKS IN BLANK—LIABILITY.—125 N. Y. SUPP., 94.—*Held,* that the signer of a blank check is not liable to a third person where the check has been stolen and completed by the thief.

As a general rule, it is immaterial that a negotiable instrument has been stolen, the maker thereof being liable to a *bona fide* purchaser for value. *Shipley v. Carroll,* 45 Ill., 285; *Goodman v. Simonds,* 20 How. (U. S.), 343. But where the negotiable instrument has not been completed and is wrongfully put into circulation by another, there is a conflict of opinion